Risk Assessment & Risk Reduction

Purpose
Care Management Units (CMU) will utilize a process which promotes the health and safety of members while respecting the “dignity of risk” i.e., the member’s right to refuse services or engage in risky behaviors.

Policy
Care managers in the CMUs will identify whether risk exists as a part of the care management process. This includes the comprehensive assessment process, as well as ongoing care management. Care managers will use the Risk Assessment tool when assessing a member who may be at risk due to their own actions or the actions of others, and will use the Risk Agreement tool when documenting a negotiated agreement to eliminate or minimize risk.

Care managers will consider the decisional capacity of members with a cognitive impairment or mental illness in the risk assessment process.

Members will be free from unnecessary physical or chemical restraint.

CMU staff will receive training on these policies within six months of hire. Ongoing training will be provided to CMU staff as required.

SFCA will monitor the identification and assessment of risk as a part of the quality management program.

The identification and assessment of risk will be consistent with the understanding of the desired member outcomes and preferences.

Family members and other informal supports will be included when addressing safety concerns in accordance with the member’s preferences.

The identification and assessment of risk will be in compliance with ch. 51.61 (1) (i) Stats and S. HFS 94.10 Wis. Adm. Code, in the use of isolation, seclusion and physical restraints, which may not be used without specific case-by-case approval of the Department, using procedures to request approval as specified by the Department. When there are allegations of abuse or neglect reports will be made to the appropriate protective services entity.

Updates to this policy will be submitted to DHS by the Director of Care Management or designee.
**Procedure**

1. Care managers will use their professional judgment in determining when a member’s choice puts the member at risk for health and safety.

2. The care manager will assess risk at the time of the initial assessment and observe and assess for risk in ongoing care management activities. Concerns observed by the care manager during ongoing care management or those brought to the attention of the care manager by service providers, family members, health professionals or any other interested party shall be brought to the attention of the Interdisciplinary Team any time a member appears to be at risk.

3. The Interdisciplinary Team will discuss identified risks with the member and his/her guardian (as appropriate) and together seek to implement appropriate measures to eliminate or minimize the risk to the member when/wherever possible. These measures may include but are not limited to; the addition of new or increased services, adaptive equipment, education, environmental changes or medical/therapeutic interventions.

4. The care manager will document on the Risk Agreement the identified risk(s), the member perception and understanding of the risk(s), all attempts/efforts to implement/negotiate measures to minimize or eliminate the risk(s) and any agreement reached to address it.

   Upon completion of the risk discussion, should the member or his/her representative choose not to accept measures designed to reduce identified risk or to continue behavior that increases his/her risk, that decision will be documented on the Risk Agreement. The Risk Agreement shall be signed by the member and the team, with a copy provided to the member.

5. The care manager will attach a copy of the Risk Assessment and the Risk Agreement to the Member-Centered Plan for future reference.

6. Ongoing attempts to discuss and implement appropriate measures to decrease the risk shall be documented in progress notes. If the concern rises to the level of needing to be formally addressed again care managers shall complete a new Risk Assessment and review and revise the Risk Agreement as indicated.

7. At any point, when risk is initially identified or when the risk discussion with the member does not lead to minimizing or eliminating risk, the team shall determine whether the continued presence of the risk poses any threat to member health and safety. If the team determines such a threat exists and member health or safety is in jeopardy, the team shall report the incident, behavior or condition to the appropriate protective services entity.

8. Provider Network Manager or designee will include this policy as part of its new contract documentation and once per year it will be sent to all providers.

9. SFCAs Best Practice Committee will receive and monitor safety and risk issues. The Committee meets on a quarterly basis and will review risk plans, provide oversight and recommendation.
10. SFCA staff will be required to follow the attached procedures related to recognizing and reporting abuse, neglect, exploitation and mistreatment.

11. MCO employees and contracted providers are prohibited from any form of abuse, neglect, exploitation and/or mistreatment of members. Any observed or alleged incidents are to be reported to direct Supervisor for follow up by the SFCA Director of Quality, Provider Network Manager and/or Director of Care Management.

Reference
Risk Assessment
Risk Agreement

History
M. Elder Adults/Adults at Risk Agencies and Adult Protective Services

1. Access to Elder Adults/Adults at Risk (EA/AAR) and Adult Protective Services (APS)

For members in need of services provided by EA/AAR Agencies or APS, the MCO shall involve the entity or Department (which the County has designated to administer EA/AAR/APS) in the following capacities:

a. The MCO shall, as appropriate, invite an EA/AAR/APS staff person to participate in the member-centered planning process including plan development and updates, comprehensive assessment and re-assessments; and,

b. The MCO shall, as appropriate, invite an EA/AAR/APS staff person to participate on the interdisciplinary team to the extent that the staff person makes recommendations as necessary to fulfill their EA/AAR/APS responsibilities.

c. The MCO shall designate a contact person to assist staff working in county EA/AAR/APS agencies to develop service options for MCO members or potential members. This contact person, or a representative of the member’s MCO interdisciplinary team, may participate in the county EA/AAR interdisciplinary team.

The MCO will cooperate fully in executing a memorandum of understanding with the agency responsible for Adult Protective Services that describes the expectation for the MCO to work with the member’s family and informal support to identify a volunteer guardian who does not require a stipend.

The MCO shall arrange for the provision of examination and treatment services by providers with expertise and experience in dealing with the medical/psychiatric aspects of caring for victims and perpetrators of elder abuse, abuse of vulnerable adults, and domestic violence. Such expertise shall include the identification of possible and potential victims of elder abuse and domestic violence, statutory reporting requirements, and local community resources for the prevention and treatment of elder abuse and domestic violence.

The MCO shall consult with human service agencies on appropriate providers in their community.

The MCO shall further assure that providers with appropriate expertise and experience in dealing with perpetrators and victims of domestic abuse and incest are utilized in service provision.

2. Court Ordered Services

The MCO shall comply with the provisions in Section L, Court-Ordered Services, in this article for all adult protective services through Chs. 51, 54, or 55, Wis. Stats.